

AGREEMENT

Between

APEX MAINTENANCE, INC.

PITTSBURGH, PENNSYLVANIA

And

**INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS, AND HELPERS**

LOCAL NO. 154

February 1, 2007

To

February 1, 2008

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AGREEMENT

An agreement by and between APEX MAINTENANCE, INC., Pittsburgh, Pennsylvania, hereinafter referred to as the "Company" and Local No. , INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS, FORGERS, AND HELPERS (affiliated with the AFL-CIO), hereinafter referred to as the "Union".

WHEREAS, it is the intent and purpose of the parties hereto, to promote and improve the industrial and economic relations between the Company, its employees, and the Union, and to establish a basic understanding relative to rates of pay, hours of work, and other conditions of employment.

NOW THEREFORE, the parties hereto, mutually agree as follows:

ARTICLE I RECOGNITION

Section 1.1 Collective Bargaining Unit

The Company recognizes the Union as the sole collective bargaining agent in all matters pertaining to wages, hours, and working conditions in the following appropriate unit: Namely, all production and maintenance employees of the Boilermaker trade as set forth in this Agreement, employed by the Company at its Pittsburgh, Pennsylvania operation.

ARTICLE II NON-DISCRIMINATION

Section 2.1 Membership or Non-Membership In Union

The Company and the Union agree, each in its own behalf, that they and their officers and their respective employees and members will not discriminate against, intimidate, or coerce any employee of the Company because of membership or non-membership in the Union or activities in behalf of the Union, and that there will be no solicitation for Union membership, collection of dues or other Union activities during working hours that will interfere with production except as provided for within this Agreement.

Section 2.2 Other Discrimination

There will be no discrimination by the Company or the Union against any employee because of his race, color, religion, sex, age, national origin or disability as required by the federal, state, and local law.

Section 2.3 Bargaining Unit Discrimination

The Company shall not discriminate in favor of or against any employee or groups of employees within the bargaining unit as to hours, wages, or conditions of work by granting any employee or groups of employees different terms of employment than those set forth herein.

ARTICLE III MANAGEMENT FUNCTIONS

Section 3.1 Operation of Plant

The Management of the plant and the direction of the working force, including the right to hire, suspend or discharge for proper cause or transfer, and the right to relieve employees from their duties because of lack of work or other legitimate reasons is vested exclusively in the Company, providing that this will not be used for the purpose of discrimination against any member of the Union or to avoid any of the conditions of this Agreement. Management reserves all rights not otherwise limited or restricted by a specific provision of this Agreement.

Section 3.2 Establishment of Classifications

Management shall have the right to establish new classifications and abolish classifications. However, rates of pay for the newly established classifications shall be set by mutually agreed on rates. Such rates of pay shall become effective on the day the classification is established.

ARTICLE IV
UNION SECURITY

Section 4.1 Union Security

It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the date of the signing of this Agreement shall remain members in good standing, and those who are not members on the date of the signing of this Agreement, shall, on the 30th day following the date of the signing of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the date of its signing shall, on the 30th day following the beginning of such employment, become and remain members in good standing in the Union. Any member who does not remain in good standing of the Union by failure to pay his dues, shall be subject to discharge upon written notification by the Union to the Company.

Section 4.2 Company Indemnification

The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, and forms of liability that shall arise out of or by reason of any action taken or not taken by the Company for the purpose of complying with any of the provisions of this Article.

ARTICLE V
VOLUNTARY CHECK-OFF OF UNION DUES

Section 5.1 Dues Check-off

Upon receipt by the Payroll Department of the Company of a voluntary written assignment by an employee, the Company shall deduct from the wages of the employee, regular Union initiation fees and dues according to the terms of the assignment form hereinafter set forth. The written assignment must be delivered to the Payroll Department by the ____ of the month preceding the month in which the deductions are to be made.

Section 5.2 Time of Deduction

Payroll deductions for Union dues shall be made from the wages owing each employee who has submitted such written assignment from the first four (4) full payroll weeks during the month. The deduction of the initiation fee shall be made from two (2) payroll weeks. In the event an employee shall have no wages due on the pay day on which such deduction is to be made, then the Company shall deduct the correct amount of current and delinquent dues on the first pay day of the following month, provided that such employee has worked not less than forty (40) hours in such month within which such deductions are to be made.

Section 5.3 Transmission to Union

The Company will transmit all money so deducted to the Secretary-Treasurer International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers, and Helpers, Local No. _____, by the end of each month, and the Union shall issue to the Company its official receipt therefore. The Union assumes full responsibility for the disposition of the funds deducted under this Article of this Agreement as soon as they have been remitted by the Company to the **Secretary-Treasurer of the Union.**

Section 5.4 Form of Written Authorization

The form of such voluntary written assignment shall be as follows

VOLUNTARY WRITTEN ASSIGNMENT OF WAGES FOR UNION DUES

The undersigned member of the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers, and Helpers, Local No. _____, hereby assigns to said Union and authorizes APEX MAINTENANCE, INC., to deduct from his earned wages and remit to said Union on account of the undersigned, the regular initiation fee in said Union in the amount of \$_____, the regular monthly dues in said Union in the amount of \$_____, and further authorizes the Company to alter such amount when notified in writing to do so by the Financial Secretary of the Union. This voluntary written assignment may be revoked only by a signed written notice of such revocation from the undersigned sent to the Company by registered mail, return receipt requested, at any of the three (3) times hereinafter provided: (1) As of any annual anniversary date of this assignment provided such notice is received by the Company not more than twenty (20) days and not less than ten (10) days before any such annual anniversary date; (2) as of the termination date of the current or any subsequent collective bargaining agreement between the Company and the Union, provided such notice is received on or not more than fifteen (15) days before any such termination date; and (3) at any time when there is not in effect between the Company and the Union an agreement that the Company will deduct (check-off) Union dues. In the event the undersigned employee is transferred to a job outside the bargaining unit, this voluntary written assignment shall be canceled and become permanently null and void.

Witness

Print Name

Employee Signature

Date

ARTICLE VI
SENIORITY

Section 6.1 Company Seniority Defined

Company seniority shall be defined as the length of time an employee has been continuously employed in any capacity with APEX MAINTENANCE, INC.

Section 6.2 Bargaining Unit Seniority Defined

Bargaining unit seniority shall be defined as the length of continuous service of an employee within the bargaining unit. An employee who successfully bids and is accepted for a position within the bargaining unit shall be granted seniority equal to his Company seniority. Seniority will not be changed or affected by temporary assignments:

1. Of less than seven (7) calendar days; or
2. Which are made to replace employees who are on vacation or absent due to illness.

Section 6.2.1 Same Seniority Date

In the event there is more than one employee with the same seniority date, the employee having the lowest employee payroll number (clock card number) will have the greater seniority.

Section 6.3 Controlling Records

For the purpose of computing seniority, the personnel records of the Company shall be accepted as correct.

Section 6.4 Probationary Employees

All employees shall be considered as being probationary for the first ninety (90) calendar days and may be extended by mutual agreement between Union and Company for an additional sixty (60) calendar days of their employment. During this probationary period, seniority will not accrue. Probationary employees will not be eligible for fringe benefits and may be released by the Company for any reason and such action shall not be subject to the grievance and arbitration procedure of this Agreement. Upon completion of the probationary period, Company and unit seniority will be calculated from the date the employee was last hired.

Section 6.5 Lay-Offs

In all cases of layoffs and rehiring, seniority shall govern, with due consideration for ability to perform the particular job. Employees last hired shall be first laid off, provided those employees remaining are capable of performing the available work. When the Employer rehires any employees, employees on layoff shall be rehired in reverse order in which they were laid off, provided such employees are capable of performing the available work.

Where there is not sufficient work for all employees, work shall be allocated on the basis of seniority, with due consideration for the ability to perform the particular job, and no work shall be allocated to an apprentice window cleaner if there is not sufficient work for the master window cleaners.

The Employer shall supply the Union with a seniority list of all employees, setting forth the date of hire and the hourly rate of pay of such employee. This list shall be maintained by the Employer and brought up to date every six (6) months. The employer shall also provide the Union with a complete list of names, addresses and dates of employees who are presently laid off, discharged, hired or rehired.

Seniority shall be broken for any of the following reasons:

- An employee quits or resigns
- An employee is discharged for cause
- An employee is laid off for a period longer than six (6) consecutive months, unless he is off sick due to injury on the job, or _____
- Failure of an employee to report to work within eight (8) days after receiving notice of recall from layoff. Due notice for recalling an employee from layoff shall consist of calling the telephone number of record furnished by the employee and sending registered or certified letter, return receipt requested by the employer, to the employee's last known address, as filed with the company.

Section 6.5 (Con't)

To protect his seniority, each employee will keep the Employer informed of his current home address and telephone number. At the time of layoffs, such employees will be given the opportunity to write his correct home address and telephone number over his signature on a company form furnished for that purpose, and he will receive a copy of such form. It shall be the responsibility of the employee on layoff to notify the Employer of any change of address or telephone number.

The Company shall notify the Union of any layoffs and the cause therefore.

Section 7 Inspection Privileges

The Business Agent of the Local Union shall have the right, at reasonable intervals, to examine the Employer's payroll, with respect to window cleaners only, provided, however, that any information so obtained shall be held in strict confidence and used solely in connection with matters covered by this agreement.

The Business Agent of the Local Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating work conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however that there is no interruption of the firm's working schedule.

Employee's shall have the right to see their own time card only, provided, however that this is done on their own time.

ARTICLE VIII

VACATIONS

Section 8.1 Vacations

All employees covered by this agreement shall be entitled to receive the following vacations with pay in advance:

<u>Length of Service</u>	<u>Amount of Vacation Time</u>
One (1) Year	One (1) Week
Four (4) Years	Two (2) Weeks
Ten (10) Years	Three (3) Weeks
Fifteen (15) Years	Four (4) Weeks

- 8.2 A week's vacation shall consist of five (5) work days or forty (40) hours pay at the straight time, hourly rate.
- 8.3 Employees shall select their vacation period in order of their seniority during the approved vacation periods posted by the Employer, which shall be posted on or before January 30th of each year and to be approved sixty (60) days prior to taking a vacation.
- 8.4 Employees shall take their vacations in minimum units of one (1) week.
- 8.5 Once vacations are scheduled and approved, they may not be changed, except by mutual agreement between the Employer and the employee.
- 8.6 Holiday pay will not be paid in addition to vacation pay if a holiday falls during the vacation period.
- 8.7 For the purpose of this agreement, vacation periods shall extend from January to December of each calendar year. In such cases where an employees anniversary date falls between January and December, the employee shall be awarded the full vacation time owed at the beginning of the calendar year following his anniversary. Partial vacation weeks will

be prorated according to the number of months remaining in the year after the employees anniversary date

8.8 It is agreed that the intent of this section is to provide vacations to eligible employees who have been consistently employed. An employee shall be considered consistently employed when he has less than thirty (30) days of unexcused absences each year during the period of continuous employment, subject to the following provisions:

- An employee with an excess of ten (10) unexcused absences within one (1) year, shall have his vacation accrual reduced one (1) day for each one (1) day of unexcused absence.
- Within the meaning of this section, absences due to the following reasons shall be excused absences:
 1. Illness, provided the employer or immediate supervisor is notified prior to absence;
 2. Injury, provided the employer or immediate supervisor is notified prior to absence;
 3. Loss of work due to inclement weather or slack season, as designated by the employer or supervisor; or,
 4. Layoff granted by the employer after proper notification.

ARTICLE IX

BEREAVEMENT PAY

9.1 Bereavement Pay

A regular full-time employee covered by this agreement shall not be required to work for a maximum of three (3) days immediately following the death of a mother, father, son, daughter, brother, sister, current wife, current husband, current mother-in-law, or current father-in-law, and shall be paid his regular straight time wages for any of such three(3) days on which he was regularly scheduled to work, provided that the employer is notified of the employees absence due to such death. Where a doubt of relationship exists, the Employer may require proof of death.

ARTICLE X

SICK PAY

10.1 Sick Pay

Each employee after six (6) months consecutive employment shall receive three (3) paid sick days for his use during each calendar year. Such pay shall be based on the hourly rate of the employee during the periods in which the sick days were accrued. All such sick days not used by an employee will expire at the end of each calendar year and are non-reimbursable.

Any person receiving worker's compensation will be ineligible to accrue sick days during any four (4) month segment in which absences exceed sixty-one (61) calendar days.

ARTICLE XI

DISCHARGE OR SUSPENSION

11.1 Discharge or Suspension

The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, the Company must immediately notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice should also be given to the Shop Steward, and a copy mailed to the Local Union office within three (3) working days from the time of discharge.

The Employer shall have the right to suspend an employee who knowingly and willingly loafs or wastes time on the job or abuses the rights of customers. Such suspension may be for the period of four (4) hours of any particular days work or may be for a longer period, depending on the seriousness of the offense, and the Employer shall have the right to discharge any employee who engages in private work on the employers time.

Any employee discharged must be paid in full of all wages owed him by the employer, including earned vacation pay, if any, within ten (10) days from the date of discharge.

A discharged or suspended employee who believes he was not suspended or discharged for just cause must notify the Employer in writing with five (5) working days of receiving notification of such action against him of his desire to appeal the discharge or suspension through the grievance procedure.

ARTICLE XII

PROTECTION OF RIGHTS

12.1 Protection of Rights

It shall not be a violation of this agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter any property involved in a primary labor dispute or refuses to go through or work behind any primary picket line, including the primary picket line of unions part to this agreement and including primary picket lines at the Employer's places of business.

It shall not be a violation of this agreement, and it shall not be a cause for discharge or disciplinary action if any employee refuses to perform service which his Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, but for such strikes, would be performed by the employees of the employer or person on strike.

ARTICLE XIII

JOB STEWARDS

13.1 Job Stewards

The Employer recognizes the right of the Union to designate job stewards and alternates. The authority of job stewards and alternates, so designated by the Union, shall be limited to, and shall not exceed, the following duties and activities:

- The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information:
 1. Have been reduced to writing, or

- 2 If not reduced to writing, are of routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the Employer's business
- 13.2 Job stewards and alternates have no authority to take strike action or any other action interrupting the Employers business. The Employer recognizes these limitations upon the authority of job stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown, or work stoppage in violation with this agreement.

ARTICLE XIV

MAINTENANCE OF STANDARDS

14.1 Maintenance of Standards

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of the agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in the agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this agreement, if such error is corrected within ninety (90) days from the date of error.

14.2 This provision does not give the Employer the right to impose or continue wages, hours, and working conditions less than those contained in this agreement.

14.3 The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this agreement. Any such agreement shall be null and void. It is understood and agreed that should it subsequently be determined that any employees who come under the provisions of the Fair Labor standards Act or any similar legislation, than as to such employees, any provisions of this agreement that do not comply with the requirements of the statutes are to be changed so that there is no violation of the statutes. If such changes result in substantial penalties to either the employees or the Company, a written notice shall be sent by either party requesting negotiations to change such provision or provisions as are affected. Thereafter, the Union and the Company shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory solution. In the event the parties cannot agree on a solution to any problems arising from this section within sixty (60) days after receipt of the stated written notice, the matter shall be submitted to binding arbitration for solution.

- 14.4 An employee shall have the right to refuse to perform an assigned job or refuse to use any equipment if he reasonably believes that such equipment or job is unsafe. If the Employer believes that the employee's determination is incorrect, the Employer and the Union's Representative shall meet at the earliest possible time to try to resolve the matter. If the Union and the Company cannot reach an agreement, then both parties shall request the Federal or State Bureau of Inspection to make a determination, which determination shall be binding upon the parties.
- 14.5 Each Company signatory to this agreement shall continue to have its own safety committee consisting of an equal number of Union and management representatives. These committees shall continue to hold periodic safety meetings for the purpose of promoting and maintaining safe work conditions and investigating any alleged safety violations.

ARTICLE XV

GRIEVANCE PROCEDURE

15.1 Grievance Procedure

All disputes between the Employer and the Union or between the Employer and any of its employees relating to this agreement, its meaning, application, or interpretation shall be settled in accordance with the following grievance procedure and there shall be no strike or cessation of work by the employees or walk outs by the Employer during the term of this agreement.

First Step: All disputes shall be taken up by the steward and the Employer or Representative of the Employer in the first instance, and they shall endeavor to arrive at a settlement of the dispute. The employer or its Representative shall give its answer to said dispute within five (5) working days from the date the grievance is first presented.

Second Step: In the event no agreement is reached at the First Step, the Unions Representative and the Employer shall meet and attempt to settle the grievance. The parties so designated shall meet and attempt to adjust the grievance within five (5) working days from the date of the First Step answer. The Employer shall give its answer to the said dispute in writing within three (3) working days from the date of the aforesaid meeting between the Union's Representative and the Employer.

Third Step: In the event no agreement is reached at the Second Step, either the Union or the Employer may, upon written notice to the other, appeal the grievance to binding arbitration within ten (10) working days from the date of the Second Step.

15.2 The arbitration board shall consist of four (4) persons, two (2) selected by the Union and two (2) selected by the Employer. The selected arbitrators shall promptly attempt to mutually agree upon an impartial arbitrator within five (5) working days after the notice of appeal to arbitration. If the selected arbitrators are unable to mutually agree upon an impartial arbitrator, then the Employer and the Union shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) names of suggested arbitrators. The employer and the Union shall then select the impartial arbitrator from such list by each party alternately removing one (1) name from the list

one (1) name remains. The employer shall strike the first name.

15.3 The decision of the majority of members of the arbitration board shall be final and binding on the parties and on any employees involved. Further, any mutual settlement between the authorized representative of the Employer and the Union of any dispute or grievance at any step of the grievance procedure shall be final and binding of all of the parties, including the grievants.

15.4 The expense of the impartial arbitrator selected, and hearing room shall be borne equally by the Employer and the Union. If either party desires a transcript of the testimony, such cost shall be borne by such party.

15.5 In a discharge or suspension case, the arbitration board arbitrator shall have the authority to sustain the suspension or discharge, or if he finds that the suspension or discharge was not proper, they shall have the authority to order reinstatement and compensation for, at his usual rate of pay, lost work opportunity, in whole or in part, or to find that the penalty imposed upon the employee was too severe and award a less severe penalty.

15.6 Saturday, Sunday, and designated holidays shall not be included in the time limits set forth above.

15.7 The Local Union or its authorized Representative shall have the right to examine time sheets, wage records, and any other records pertaining to a specific grievance or any benefit payments due may also be examined.

15.8 The procedures set forth herein may be involved only by an authorized Representative of the Employer and the Union, with the exception of the filing of the original grievance in Step One of the grievance procedure.

ARTICLE XVI

COMPENSATION CLAIMS

16.1 Compensation Claims

The employer agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing as required by law.

When an employee is injured on the job while performing his assigned duties and sent to receive medical attention, or sent home by the Employer, he shall receive pay at the applicable hourly rate for the balance of his regular shift on that day.

ARTICLE XVII

HOLIDAYS

17.1 Holidays

The Employer shall grant to all employees the following holidays with full pay, regardless of employment time:

New Year's Day

Good Friday

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

Day after Thanksgiving, or the First Day of Buck Season (Employee's choice)

Christmas Day

17.2 On the above named holidays, there shall normally be no regular production work, except in cases of emergency. Employees required to work on these days will receive their regular rate, plus holiday pay.

17.3 Except in case of illness or injury, any employee who does not notify the Employer the day before or the day after such holiday of his intention to be absent from work on the day before or the day after such holiday, and who does not receive consent from the Employer for such absences shall not be entitled to holiday pay.

17.4 The Employer retains the right to challenge the employee's reason for absence.

ARTICLE XVIII

SUBCONTRACTING AND OTHER AGREEMENTS

18.1 Subcontracting and Other Agreements

For the purpose of preserving work and job opportunities for the employees covered by this agreement, the Employer agrees that no work or service of the kind, nature, or type, covered by presently performed or hereafter assigned to the collective bargaining unit, will be subcontracted, transferred, leased, assigned, or conveyed in whole or part to any other plant person or non-unit employees without the consent of the Union, unless otherwise provided in this agreement.

18.2 There will be no agreements, understandings, or contracts between any Employer and employee or groups of employee's affecting the terms and conditions of such employees' employment relationship to the Employer in any way modifying the terms of this agreement or providing for the subcontracting of work to the said employee or employees', and all contracts of such nature heretofore existing are hereby terminated and declared null and void.

ARTICLE XIX

MILITARY SERVICE

19.1 Military Service

Any employee who volunteers or is drafted in the military service shall be reinstated upon presentation of an honorable discharge, provided that he shall be physically and mentally capable of performing his duties.

19.2 Employees in the military service shall be regarded as employees on leave, and shall not lose their seniority rights.

ARTICLE XX

UNIFORMS

20.1 Uniforms

The wearing of uniforms shall be mandatory by all employees. Each employee will be supplied with three (3) sets of uniforms. Consisting of three (3) long sleeve work shirts, three (3) t-shirts, and three (3) pants. All employees are expected to present a clean, professional appearance at all times. Uniforms must be laundered regularly and

should be free of stains, tears, and odors. In events of employee negligence to personal appearance and uniform mandates, he may be dismissed for the day without pay. Acceptable substitutions for uniforms may be discussed with the employee's supervisor in the event that a uniform cannot be obtained for work. Such substitutions include: plain black t-shirts, or long sleeve shirts with jeans, provided they are not faded, free of stains, tears, rips and "commercial advertisements".

ARTICLE XXI

WORK WEEK AND HOUR REGULATIONS

- 21.1 Work Week and Hour Regulations
The regular normal work week for all employees covered by this agreement shall consist of forty (40) hours worked per week, Monday thru Saturday. All time worked in excess of forty (40) hours in any given week shall be considered overtime and shall be paid at time and one-half (1 ½) the regular hourly rate.
- 21.2 All employees covered by this agreement shall receive one-half (½) hour for lunch each day.
- 21.3 A split shift shall not be permitted at any time. All hours worked on any work day must be consecutive.
- 21.4 No employee shall be laid off before his regular scheduled daily quitting time or during any regular weekly work schedule for the purpose of offsetting any overtime the employee had worked during the same work week or any pay period.
- 21.5 All employees reporting for work as usual on a normal scheduled work day or who are called to work shall receive a minimum of two (2) hours pay at the regular basic hourly rate. However, this minimum daily guarantee shall not apply in those cases where an employee is sent home, upon his own request, because of illness or due to work stoppages in connection with labor disputes, power failures, floods, fire or acts of God, other than weather that is beyond the control of the Employer. This minimum two (2) hour guarantee shall also be applicable to any scheduled work or call-outs on Sunday.
- 21.6 Working time shall commence from the time the employee reports to work, if he reports directly to the job, or from the time the employee leaves the Employer's office and after the employee leaves the job, if he is not required to report back to the Employers office, or after the employee has returned to the Employers office to unload his equipment, and fill-out his paper work.

- 21.7 No employee shall be justified or warranted, without valid reason, to refuse to work overtime on any day when the necessity for doing such overtime work arises because the job must be finished that day, or because of an emergency that reasonably necessitates the doing of such overtime work.
- 21.8 Employees covered by this agreement shall be paid on a Bi-Weekly basis every other Friday. In the event that a pay day falls on a holiday, the employees will be paid on the Thursday prior to the holiday.
- 21.9 The Employer will not require any employee to work on Sunday, except in an emergency.
- 21.10 The Employer shall make every effort to allocate overtime in accordance with seniority.

ARTICLE XXII

WAGES

22.1 WAGES

Apprentice window cleaners, when hired, shall be compensated at a minimum wage. After six (6) months of service, the apprentice shall be increased to \$0.50 per hour, but not limited to that. Thereafter, he shall received \$0.30 increase per hour every six (6) months, plus whatever contract increases occur until such time he reaches the Master Window Cleaner rate within three (3) years.

22.2

Master Window Cleaners, when hired, shall be compensated at a minimum of \$13.75 per hour for calendar year 2007.

22.3

A window cleaner working on a swing, including mechanical swing, for eight (8) hours pay shall be compensated an additional one (1) hours pay. For partial days paid for swing work, premium compensation shall be in direct proportion to the total hours paid that day.

22.4

A window cleaner using acid shall receive an additional \$1.00 per day, irrespective of the number of hours worked.

22.5

The term "Master Window Cleaner" shall mean an efficient and responsible workman, capable of self production, mastery of the use of all necessary tools, cleaning windows inside and outside on all floor levels, belt and swing work, high ladder work, erecting high ladders or any other rigging, and teaching apprentices all phases of window cleaning, provided that such workman shall not be penalized for non-production while engaged in teaching apprentices. The term "apprentice" shall mean a responsible workman who is learning the methods used by a Window Cleaning Contractor.

22.6

All premium compensation shall be listed separately on the pay stubs. These categories shall include the following:
swing pay, acid pay, bonuses, etc.

ARTICLE XXIII

GENERAL PROVISIONS

23.1 General Provisions

No member of the Union, while in the employ of any of the Contractors signatory to the Agreement, shall solicit, negotiate, or contract for any of the work ordinarily performed by a Window Cleaning contractor without first obtaining a Withdrawal Card from the Union.

23.2

No employee shall be liable for damage or breakage incurred in the course of his employment. Should the damage or breakage result from irresponsibility or negligence on the part of the employee, the employer shall discipline accordingly.

23.3

The Employer agrees to provide the Union with a bulletin board that shall be used for official Union business only.

ARTICLE XXIV

WELFARE AND PENSION

24.1 Welfare and Pension

The Employer shall provide for each employee, after one (1) year of service, the following benefits:

HEALTH INSURANCE

The company agrees to provide a medical and hospitalization plan for its bargaining unit employees, the benefits of which shall be maintained at equivalent levels to the plan in effect at the time of execution of this Agreement. The Company will absorb 100 % of any future increases that come into effect.

BOILERMAKER AND BLACKSMITH NATIONAL PENSION TRUST:

It is agreed that contributions will be paid by the Company into the Boilermaker-Blacksmith National Pension trust for all hours worked and for all hours paid for in lieu of work for each employee covered by this Agreement in accordance with the schedule listed below. The Trust Agreement relating to and governing the Boilermaker-Blacksmith

National Pension trust and all amendments thereto made in accordance with the provisions thereof will be executed by the Company and is a part of this Agreement as though affixed thereto.

(a) Effective 02 /01/2007, \$1.25 per hour contribution.

24.2

When an employee reaches age sixty-five (65) and becomes eligible for State, Federal or Governmental medical insurance, the employer shall continue to provide, as long as such employee remains actively employed, the same level of medical benefits in coordination with said State, Federal or Governmental benefits that he enjoyed prior to age sixty-five (65).

DURATION AND TERMINATION

THIS AGREEMENT shall become effective February 1, 2007, and shall continue in full force and effect until February 1, 2008.

THIS AGREEMENT shall continue from year to year thereafter unless notice of desire to terminate is given in writing by registered or certified mail by the party requesting termination at least sixty (60) days prior to February 1, 2008, or any subsequent expiration date.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the 30th day of January, 2007.

APEX MAINTENANCE, INC.

Joseph Secilia
(Owner)

LOCAL LODGE NO. 154

International Brotherhood of
Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers & Helpers,

AFL-CIO

Martin R. Stanton, II

Martin R. Stanton, II, International Rep

Gary Kowalewski